

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:15 P.M.  
MONDAY, JANUARY 13, 2020  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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Board of Trustees Concerns

Open Session

1. Acceptance of Gifts Policy
2. Social Media Policy
3. Location for Dedicated Bench – Village Hall
4. Fire Department Request – Increase Amount per Month for LOSAP;  
Decrease Age to 55
5. Discussion – Climate Smart Communities Initiative Including Peekskill  
Resolution
6. Empire State Purchasing Group (Bid Net Info)
7. Overnight Parking in CitiBank Lot
8. Bid Award – Office Cleaning Contract
9. Agreement with County – Employee Assistance Program 2020-2024
10. Kids Club
11. 150<sup>th</sup> Anniversary Committee and Events
12. Discussion – Zoning Petition by Wilder Balter Partners Relative to YMCA  
Property

Executive Session

- A. Board and Committee Appointments
- B. Library Board Appointment
- C. DPW Personnel Appointments
- D. Police Candidates



RE: GIFTS TO THE VILLAGE OF TARRYTOWN

ORIGINAL DATE: January \_\_\_, 2020      APPROVED BY: N/A

REVISION DATES:

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**1. Purpose**

1.1 To establish guidelines for the acceptance of gifts to the Village of Tarrytown from individuals, groups, or organizations.

**2. Policy**

2.1 Acceptance of all gifts valued at \$500 or more must be approved by the Village Board of Trustees. Acceptance of gifts valued at less than \$500 may be approved by the Village Administrator or, at the Administrator's discretion, the matter may be referred to the Village Board for decision. The Village Administrator shall report to the Village Board any action taken by the Administrator to accept or refuse a gift.

2.2 Gifts to the Village should be for the benefit of the entire community or for a large neighborhood area or for a broad segment of the population.

2.3 Gifts should not impose current or future financial burden on the Village unless the Village Board determines that such burden is justified in the particular case.

2.4 No Village official or employee shall engage in any fund-raising activity, or in any way solicit any person, group or organization, for the purpose of offering a gift to the Village without the prior knowledge of the Village Board and approval of the Mayor.

**3. Procedure**

3.1 Prospective donors are encouraged to consult informally with the Mayor and/or the Village Administrator before offering a gift to the Village or before engaging in any fund-raising activity for such purpose.



Social Media Policy  
Of the Village of Tarrytown  
January 6, 2020

A Social Media policy is developed and stated herein to set forth parameters for the implementation and use of social media such as Facebook and Twitter for the dissemination of official Village information and as a means of assisting not-for-profits and other organizations in the Village.

Purpose;

The purpose of this document is to set forth the rules, regulations, and conduct for official Village use of social media. This policy does not include use of Social Media by Village employees and officials in their personal capacities.

Use of social media encouraged;

It shall be the policy of the Village of Tarrytown to make use of social media outlets, including but not limited to Facebook to disseminate information about the Village to both residents and non-residents, and to use social media as a means to advertise not-for-profits, organizations and events in the Village.

Use of social media not exclusive:

The use of social media will be in addition to, and not in place of, means of communications already in place such as e-mail blasts, posts on the Village website, etc.

Management of Social Media;

Management of the Village's social media assets will be the joint responsibility of the Village Administrator and the Clerk or their designees. Only those Village employees duly approved may post on the Village's behalf or approve posts by non-official entities. Typically this would be staff in the Village Administrator's Office, Clerk's Office, and the Department Heads or their office staff.

Social Media for Announcements Only;

Due to the various legal requirements that would otherwise result, the Village's Social Media assets will be used for announcements only. The will not be used as a means for individuals to contact the Village or to otherwise discuss Village issues.

Acceptable content;

The following are guidelines, and not an exhaustive list, of what would be considered

2

acceptable to post on Village social media assets:

- Emergency Notices
- Meeting notices
- Proposed Local Laws
- Announcements of Village events
- Announcements/advertising by not-for-profit organizations in the Village
- Announcements/advertising by governmental or social services agencies regarding services provided to the Village or otherwise concerning the Village (e.g. announcements by the County of road closings, ads seeking volunteers for the Red Cross, and other such announcements)
- Advertising by the Village or its departments
- Results of Village elections/referenda
- Reminders of tax/license/permit payments
- Links to official information from the Village, governmental, or social service organizations

Unacceptable content;

The following are guidelines, and not an exhaustive list, of what would be considered acceptable to post on Village social media assets:

- Any posts advocating/promoting unlawful activity, that be considered targeted against any person or group of persons, or by any group advocating the same
- Any posts of a pornographic or obscene nature or otherwise not suitable for all audiences
- Any posts by individuals other than Village staff or officials authorized to post on behalf of the Village
- Any posts of a religious nature, not to include events of a secular nature that happen to be sponsored by a religious group or organization (e.g. "Come Pray at Church" would be unacceptable, "Summer Fair sponsored by Church" would be acceptable)
- Any posts of a political nature or promoting a particular political philosophy or belief (e.g. "Vote for X", "Support Party Y in November"), not to include events such as electoral debates or forums sponsored by non-partisan organizations (e.g. League of Women Voters Debate)

- 2
- Any content likely to be disparaging to the Village, Village Officials or Employees, or any organizations within the Village
  - Any post advocating a particular policy or issue currently or likely to be before any Village Board or Commission (e.g. "Tell the Board to support PPL X" or "Tell ZBA to disapprove Project Y")
  - Any posts advocating a particular policy or issue currently or likely to be before any Governmental or Judicial entity (e.g. "Tell your Senator to support X"), except for posting of resolutions proposed or approved by the Board of Trustees

#### Multimedia content:

Content posted to Village social media assets may be in the form of texts, pictures, videos, or any other common media format

#### Bi-lingual content:

The Village shall endeavor to post content to social media in both English and Spanish whenever practicable. Priority will be given to content of an emergency nature.

#### Copyright protection;

The Village shall not post any content for which it does not have permission or copyright

#### Links/Likes;

As is the nature of various social media, it is encouraged for the Village's social media assets to link, like, or otherwise associate with the social media assets of other governments or non-profit entities. This shall not include association with for-profit entities, whether within or without the Village. For example, the Village may "Like" Westchester County or the Red Cross on Facebook, but may not "Like" Bob's Restaurant. Such linking/linking/associating must also follow the guidelines for posts above (e.g. "The Village Likes Bill's Beer" would be unacceptable.

#### Record-keeping:

The Village shall keep appropriate records of all posts made, approved, or disapproved on all Village social media assets, and any other records required by Law or regulation, such as the NYS MU-1.

#### Open Meetings:

Village social media assets shall not be used in a way that would violate any requirements of the Open Meetings Law, such as by having members of Village Boards or Commissions engage in discussions using such assets.

## Moderation of posts by the public

When it is not possible to restrict posts from non-Village entities, the Village will ensure that such posts follow the same guidelines for posting of content above and are germane to the topic at hand. The Village shall delete any content that violates those guidelines or the norms of good taste. This does not include posts by others that may link to Village social media assets (e.g. "@VOM sucks").

## Notices;

The Village shall include in all of its social media assets a notice that posts on such an asset are subject to the terms of service of the relevant provider (e.g. Facebook, Twitter), subject to the Freedom of Information and Records laws, and subject to this policy. A link to this policy shall also be provided on all social media assets.

## Termination;

The Village reserves the right to terminate any or all of its social media assets at any time, or to delete any posts generated by the Village or previously approved by the Village.

## Use of social media not exclusive:

The use of social media will be in addition to, and not in place of, means of communications already in place such as e-mail blasts, or posts on the Village website, etc.

## Social Media for Announcements Only:

Due to the various legal requirements that would otherwise result, the Village's Social Media assets will be used for announcements only. They will not be used as a means for individuals to contact the Village or to otherwise discuss Village issues. Village Social Media accounts on platforms such as Facebook will not accept comments or other discussions and as such, direct comments should be directed to the Village at [info@vomny.org](mailto:info@vomny.org) or [Clerktreasurer@vomny.org](mailto:Clerktreasurer@vomny.org). With questions on how to subscribe to information and how to reach the Village directly to comment on information posted, residents should check the Village's website and look at the "Subscribe to News" button on the Home Page, or send an e-mail to one or both of the e-mails above.



5

## **Kathy Deufemia**

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**From:** Carol Booth  
**Sent:** Monday, January 6, 2020 12:46 PM  
**To:** Joshua Ringel  
**Cc:** Richard Slingerland; Kathy Deufemia  
**Subject:** RE: Climate smart community

Board of Trustees Minutes/June 15, 2009

### CLIMATE SMART COMMUNITIES

Trustee Basher moved, seconded by Trustee Hoyt, and unanimously carried that the following be approved: Approved: 7-0

WHEREAS, the Board of Trustees of the Village of Tarrytown hereby believes that climate change poses a real and increasing threat to our local and global environments which is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that the Village of Tarrytown, in order to reduce greenhouse gas emissions and adapt to a changing climate will:

**1. Pledge to Combat Climate Change by Becoming a Climate Smart Community**

Set goals to reduce greenhouse gas (GHG) emissions and adapt to predicted climatic changes. Establish a task force of local officials and community members to review the issues and propose a plan of action. Designate a point person who will oversee climate change initiatives and publicly report on progress. Work cooperative with similar task forces in neighboring communities to ensure that efforts complement and reinforce one another. As an official signal of commitment and for access to technical resources, sign on to a widespread climate campaign such as ICLEI Local Governments for Sustainability – Climate Protection Campaign.

**2. Set Goals, Inventory Emissions, Move to Action**

Gather data, inventory GHG gas emissions, and establish baselines for local government operations and community sectors. Develop quantifiable interim GHG emission targets consistent with emission reduction goals and propose a schedule and financing strategy to meet them. Encourage stakeholder and

5  
public input and develop an action plan. Report emissions to The Climate Registry (TCR), which has developed a standardized method for reporting emissions inventories; use ICLEI and TCR's tools to track and evaluate progress.

**3. Decrease Energy Demand for Local Government Operations**

Adopt a goal of reducing electricity use by 15 percent from projected levels no later than 2015.

**Existing Public Facilities** – Inventory current building electricity usage and identify opportunities for conservation and efficiency retrofits. Obtain energy assessments from the New York State Energy Research and Development Authority (NYSERDA), the New York Power Authority, the Long Island Power Authority or other professionals. Consider actions such as purchasing energy efficient equipment and appliances, such as ENERGY STAR®; improving lighting, heating, and cooling efficiency; setting thermostats for maximum energy conservation; decreasing plug load from office equipment; and increasing pump efficiency in water and wastewater systems.

**New Public Buildings** – Achieve at least minimum U.S. Green Building Council Leadership in Energy and Environmental Design standards (LEED Silver) for all new local government buildings.

**Infrastructure** – Incorporate energy efficient technologies and operations and maintenance practices into municipal street lighting, traffic signals, and water and wastewater treatment facilities.

**Vehicle Fleet and Commuting** – Improve the average fuel efficiency of local government fleet vehicles. Discourage vehicle idling and encourage bicycling, car-pooling and public transit for employees. Consider reducing the number of vehicles; converting fleet vehicles to sustainable alternative fuels; and using electric vehicles where possible.

**4. Encourage Renewable Energy for Local Government Operations**

Supply as much of the local government's power, heat and hot water needs as possible from solar, wind, and small hydro through purchase of direct generation.

**5. Realize Benefits of Recycling and Other Climate Smart Solid Waste Management Practices**

Expand the "reduce, reuse and recycle" approach to waste management in local government operations and in the whole community. Reduce the amount of solid waste generated -- promote backyard composting, implement volume-based pricing and educate residents on how to prevent waste. Promote reuse by organizing community-wide yard sales, and providing a space for drop-off or trade of reusable goods. Provide recycling receptacles in local government buildings and outdoor spaces, require duplex printing in government offices, compost food scraps and green waste, and adopt a comprehensive green purchasing program.

**6. Promote Climate Protection Through Community Land Use Planning**

Combat climate change by encouraging low-emissions development that is resilient to climatic changes. When updating land use policies, building codes or community plans, include provisions to combat climate change; reduce sprawl; preserve and protect open space, biodiversity, and water supplies; promote compact, transit-oriented, bikeable and walkable communities; promote infill development; minimize new development in floodplains; maintain or establish healthy community forests; and to promote best forest management practices and encourage tree planting, especially along waterways, to increase shading and to absorb carbon dioxide.

**7. Plan for Adaptation to Unavoidable Climate Change**

Evaluate risks from unavoidable climate change, set adaptation goals and plan for adaptation. Identify climate change impacts (such as flooding, drought, and extreme temperatures) that could affect the community. Identify areas such as water supply and sewer infrastructure that may be at risk due to sea-level rise and future changes in climate. Factor risks into long-term investments and decision-making. Execute climate change adaptation and preparedness measures through local government planning, development and operations, giving priority to the highest risk areas.

**8. Support a Green Innovation Economy**

Identify opportunities to incorporate climate protection, sustainability and environmental goods and service industries into economic development plans. Encourage workforce development training and school curricula that support the emerging green collar job sector, including renewable energy and energy efficiency, as well as climate smart solid waste management practices. Procure climate smart goods and services for local government operations and support modernizing of local and national electricity grids.

**9. Inform and Inspire the Public**

17  
Lead by example. Highlight local government commitment to reducing energy use, saving tax dollars, and adapting to changing conditions. Demonstrate the benefits of energy savings, energy efficiency, and renewable energy projects by hosting open houses; distributing fliers; holding local meetings; working with school districts, colleges, and universities to develop climate change curricula and programs; engaging faith-based communities in climate protection; and regularly communicating community climate protection goals and progress to constituents.

**10. Commit to an Evolving Process**

Acknowledge that research and policy on climate protection are constantly improving and evolving. Be willing to consider new ideas and commit to update plans and policies as needed. Compare successes, cooperate and collaborate with neighboring communities to redirect less-effective actions and amplify positive results.

Best Regards,

Carol A. Booth  
Village Clerk  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591  
914-631-1652  
fax: 914-631-8770  
cbooth@tarrytowngov.com

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**From:** Joshua Ringel <Jringel@tarrytowngov.com>

**Sent:** Monday, January 6, 2020 10:51 AM

**To:** Carol Booth <CBooth@tarrytowngov.com>

**Cc:** Richard Slingerland <rslingerland@tarrytowngov.com>; Kathy Deufemia <KDeufemia@tarrytowngov.com>

**Subject:** Climate smart community

Carol,

Several years ago we passed a resolution to call ourselves a climate smart community. Do you know when we passed it? We need it for work session

Josh Ringel  
Assistant Village Administrator  
Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591

Sent from My iPhone



5

**CITY OF PEEKSKILL COMMON COUNCIL  
PEEKSKILL, NEW YORK**

**AGENDA BILL**

<b>SUBJECT:</b> RESOLUTION DECLARING A CLIMATE EMERGENCY AND CALLING FOR AN IMMEDIATE EMERGENCY MOBILIZATION TO RESTORE A SAFE CLIMATE	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">FOR AGENDA OF: 9/9/19</td><td style="width: 40%;">AGENDA #</td></tr><tr><td>DEPT. OF ORIGIN:</td><td>COMMON COUNCIL</td></tr><tr><td>DATE SUBMITTED:</td><td>9/4/19</td></tr><tr><td>DEPARTMENT HEAD:</td><td></td></tr><tr><td>EXHIBITS:</td><td></td></tr></table>	FOR AGENDA OF: 9/9/19	AGENDA #	DEPT. OF ORIGIN:	COMMON COUNCIL	DATE SUBMITTED:	9/4/19	DEPARTMENT HEAD:		EXHIBITS:	
FOR AGENDA OF: 9/9/19	AGENDA #										
DEPT. OF ORIGIN:	COMMON COUNCIL										
DATE SUBMITTED:	9/4/19										
DEPARTMENT HEAD:											
EXHIBITS:											

APPROVED BY COMPTROLLER	
APPROVED AS TO FORM BY CORPORATION COUNSEL	
APPROVED BY CITY MANAGER FOR SUBMISSION	

EXPENDITURE REQUIRED \$		AMOUNT BUDGETED \$		APPROPRIATION REQUIRED \$	
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**SUMMARY STATEMENT**

THIS RESOLUTION DECLARES A CLIMATE EMERGENCY AND CALLS FOR AN IMMEDIATE EMERGENCY  
MOBILIZATION TO RESTORE A SAFE CLIMATE

**RECOMMENDED ACTION**

ADOPT THE RESOLUTION

<b>MOVED BY:</b>	<b>SECONDED BY:</b>
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ROLL CALL VOTE			
MAYOR RAINEY		COUNCILMAN FERNANDEZ	
DEPUTY MAYOR TALBOT		COUNCILMAN SMITH	
COUNCILWOMAN MCKENZIE		COUNCILWOMAN RILEY	
COUNCILWOMAN AGUDELO			

5

**RESOLUTION DECLARING A CLIMATE EMERGENCY  
AND CALLING FOR AN IMMEDIATE EMERGENCY MOBILIZATION  
TO RESTORE A SAFE CLIMATE.**

**WHEREAS**, on April 22, 2016, world leaders from 174 countries and the European Union recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming well below 2°C above pre-industrial levels and to pursue efforts to limit the temperature increase to 1.5°C; and

**WHEREAS**, on October 8, 2018, the United Nations International Panel on Climate Change (“IPCC”) released a special report, which projected that limiting warming to the 1.5°C target this century will require an unprecedented transformation of every sector of the global economy over the next 12 years; and

**WHEREAS**, on November 23, 2018, the United States Fourth National Climate Assessment (“NCA4”) was released and details the massive threat that climate change poses to the American economy, our environment and climate stability, and underscores the need for immediate climate emergency action at all levels of government; and

**WHEREAS**, according to the National Aeronautics and Space Administration (NASA)’s Goddard Institute for Space Studies (GISS), global temperatures in 2018 were .83°C (1.5°F) warmer than the 1951 to 1980 mean, and the past five years are collectively the warmest in modern history; and

**WHEREAS**, the death and destruction already wrought by climate change demonstrates that the Earth is already too hot for safety, as attested by increased and intensifying wildfires, floods, rising seas, diseases, droughts and extreme weather; and

**WHEREAS**, World Wildlife Fund’s 2018 Living Planet report finds that there has been 60% decline in global wildlife populations between 1970 and 2014, with causes including overfishing, pollution and climate change; and

**WHEREAS**, according to the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services, human activity has already severely altered 40% of the marine environment, 50% of inland waterways, and 75% of the planet’s land, and it is projected that half-to-one million species are threatened with extinction, many within the next few decades; and

**WHEREAS**, the United States of America has disproportionately contributed to the climate and extinction emergencies and has repeatedly obstructed global efforts to transition toward a green economy, and thus bears an extraordinary responsibility to rapidly address these existential threats; and

**WHEREAS**, restoring a safe and stable climate requires transformative societal and economic change on a scale not seen since World War II to reach net zero greenhouse gas emissions across all sectors, to rapidly and safely drawdown or remove all the excess carbon from the atmosphere, to end the 6th mass extinction of species, and to implement measures to protect all people and species from the increasingly severe consequences of climate change; and

**WHEREAS**, a sweeping overhaul of the economy that centers on equity and justice in its solutions is vital to our future and must include the following goals: dramatically expand existing renewable power sources and deploy new production capacity with the goal of meeting 100% of national power demand through renewable sources; build a national, energy-efficient, “smart” grid; upgrade every residential and industrial building for state-of-the-art energy efficiency, comfort and safety; eliminate greenhouse gas emissions from manufacturing, agricultural and other industries, including by investing in local-scale agriculture in communities across the country; repair and improve transportation and other infrastructure, and upgrade water infrastructure to ensure universal access to clean water; fund massive investment in the drawdown of greenhouse gases; make “green” technology, industry, expertise, products and services a major export of the United States, with the aim of becoming the international leader in helping other countries become greenhouse gas neutral economies and bringing about a global transition; and

**WHEREAS**, marginalized populations in the City of Peekskill and worldwide, including people of color, immigrants, indigenous communities, low-income individuals, people with disabilities, and the unhoused are already disproportionately affected by climate change, and will continue to bear an excess burden as temperatures increase, oceans rise, and disasters worsen; and

**WHEREAS**, addressing climate change fairly requires a “Just Transition” from fossil fuels to clean, renewable energy that is ecologically sustainable and equitable for all people, especially those most impacted by climate change already and those who will be most impacted in the future; and

**WHEREAS**, core to a Just Transition is equity, self-determination, culture, tradition, deep democracy, and the belief that people around the world have a fundamental human right to clean, healthy and adequate air, water, land, food, education, healthcare, and shelter; and

**WHEREAS**, Just Transition strategies were first forged by a “blue-green” alliance of labor unions and environmental justice groups who saw the need to phase out the industries that were harming workers, community health, and the planet, while also providing just pathways for workers into new livelihoods; and

5

**WHEREAS**, Just Transition initiatives shift the economy from dirty energy that benefits fossil fuel companies to energy democracy that benefits our people, environment and a clean, renewable energy economy, from funding new highways to expanding public transit, from incinerators and landfills to zero waste products, from industrial food systems to food sovereignty, from car-dependent sprawl and destructive unbridled growth to smart urban development without displacement, and from destructive over-development to habitat and ecosystem restoration; and

**WHEREAS**, building a society that is resilient to the current, expected, and potential effects of climate change will protect health, lives, ecosystems, and economies, and such resilience efforts will have the greatest positive impact if the most dramatic potential consequences of climate change are taken into account; and

**WHEREAS**, climate justice calls for climate resilience planning that addresses the specific experiences, vulnerabilities, and needs of marginalized communities within our jurisdiction, who must be included and supported in actively engaging in climate resilience planning, policy, and actions; and

**WHEREAS**, actions to eliminate greenhouse gas emissions and/or drawdown greenhouse gases may be taken in ways that also improve resilience to the effects of climate change, and vice versa; and

**WHEREAS**, climate justice requires that frontline communities, which have historically borne the brunt of the extractive fossil-fuel economy, participate actively in the planning and implementation of this mobilization effort at all levels of government and that they benefit first from the transition to a renewable energy economy; and

**WHEREAS**, fairness demands the protection and expansion of workers' right to organize as well as a guarantee of high-paying, high-quality jobs with comprehensive benefits for all as the mobilization to restore a safe climate is launched; and

**WHEREAS**, common sense demands that this unprecedented mobilization effort address the full suite of existential ecological threats facing humanity in a comprehensive, integrated and timely fashion; and

**WHEREAS**, nearly 400 cities, districts and counties across the world representing over 34 million people collectively have recently declared or officially acknowledged the existence of a global climate emergency, including Hoboken, Berkeley, Los Angeles, Montgomery County, Oakland, Richmond, and Santa Cruz in the United States, Bristol and London in the United Kingdom and many cities in Australia, Canada, and Switzerland; and



5

**WHEREAS**, the City of Peekskill can act as a global leader by both converting to an ecologically, socially, and economically regenerative economy at emergency speed, and by rapidly organizing a regional just transition and climate emergency mobilization effort.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the City of Peekskill Common Council declares a climate emergency and calls for an immediate emergency mobilization to restore a safe climate.



## Kathy Deufemia

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**From:** Joshua Ringel  
**Sent:** Friday, January 3, 2020 8:58 AM  
**To:** Kathy Deufemia  
**Subject:** FW: BidNet Info - The Empire State Purchasing Group  
**Attachments:** Empire State Purchasing Group.pdf; Participating Agencies - Empire State Purchasing Group.pdf

Please add this for the next work session.

Josh

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**From:** Danielle Ansell <Danielle.Ansell@bidnet.com>  
**Sent:** Thursday, January 2, 2020 11:48 AM  
**To:** Joshua Ringel <Jringel@tarrytowngov.com>  
**Subject:** BidNet Info - The Empire State Purchasing Group

Hi Josh,

Happy New Year! I tried to call but you were not in your office so I thought I would send this over. I attached a high level overview of the system we manage in New York known as The Empire State Purchasing Group along with a list of participating agencies. This system is **free** for all participating agencies and there are well over 200 using the system.

This is web-based, very intuitive, requires little training, and there is no special hardware or software required. What makes us unique is our approach. We work with State and local government agencies in every State and offer a "shared" statewide system. The more agencies that join the Empire State Purchasing Group the bigger the vendor database and the more substantial the bid libraries become.

A few of the basic features of the core Bid Distribution and Vendor Management module:

- **Dedicated Web Pages Branded with Your Logo** – Each participating agency is given their own public area on the system to promote their open, closed and awarded solicitation information. This is automatically updated as news bids, RFPs, quotes, etc. are posted. Posting award information is optional. We add a link from your website to your webpage on Empire.
- **Bid Creation and Distribution** - Solicitations can be created in a few simple clicks and distributed to vendors by qualification, location, and NIGP codes to target the vendors you are looking for.
- **Shared Vendor Database** – Increase vendor competition with a shared database compiled of over 17,000 active vendors from other local agencies. Additional outreach of 100K+ vendors is also available when needed via our national platform.
- **Extensive Bid Library** – Save time and research hours by leveraging both the Empire State Purchasing Group and National Bid Libraries for bid specs and RFPs previously written. Includes the ability to identify piggy-backable opportunities.
- **Vendor Responses** – Choose to receive bid responses by hardcopy, electronically, or both, on a per solicitation basis. Flexible price submission options include lump sum or by line item with automatic tabulation.
- **Q & A Management** – Streamline vendor questions by accepting and responding to them online. Responses can be sent individually, or auto-create an addendum.
- **Award Contracts** – Publish the award and bid results and select specific vendors to be notified.

- 6
- **Automated Workflow** - The workflow engine can be configured to replicate any current approval steps you may have including approval processes related to shared work. These automated workflows add efficiency and increase the visibility of tasks being done from the creation stage through the award processes.
  - **Audit and Tracking** – All buyer and vendor activity in relation to a solicitation is tracked and audited. Each activity is date and time stamped.
  - **Buyer and Vendor Support** – Dedicated support teams are available from 8:00 AM – 8:00 PM EST.

If you have any questions let me know, and if you would like to see a demo of how the system works I am happy to send you a few dates and times for a WebEx meeting. I look forward to hearing from you.

Kind Regards,

**Danielle Ansell**

Senior Business Development Executive

[danielle.ansell@bidnet.com](mailto:danielle.ansell@bidnet.com)

Office: 800-835-4603 x 6819

Mobile: 518-369-0879

Address: 15 British American Blvd., Latham, NY 12110

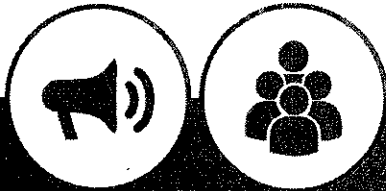


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[bidnetdirect.com](http://bidnetdirect.com) | [LinkedIn](#) | [Twitter](#) | [Facebook](#)

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6



## Bid Distribution & Vendor Management

Simplify bidding and vendor management while making it easier for vendors to compete. Our core service to local government entities is streamlining your bid and vendor management process.

### Vendor Management

- + Accurate vendor information & attributes including W-9 information
- + Extensive real-time reporting on vendor activity
- + Extensive database search criteria

### Bid Distribution & Management

- + Extensive bid libraries for previously written specs and piggyback opportunities
- + Simple creation of solicitations including an unlimited number of attachments
- + Targeted distribution to matching vendors
- + Real-time reporting during the solicitation process
- + Optional electronic bid submission & capture pricing by line item or lump sum

### Bid Results & Award Management

- + Configurable distribution of bid results & award information
- + Flexible & easy line item award management
- + Automatic bid tabulation with extensive analysis tools
- + Complete audit trail & time-stamped tracking

## Huge Value, Small Investment



Unlimited users



Unlimited document storage & records retention



Helpful training & quick on-boarding



Easy to scale with additional modules

6



## Sourcing made simple

BidNet Direct is your advanced procurement solution.



### Bid Distribution & Vendor Management

Bid publication & distribution to registered vendors; document, amendment & award management; electronic bid submission; and vendor management reporting.



### Bid Evaluation

Evaluation form editor & templates to collectively manage bid responses online.



### Contract Life Cycle Management

Store and archive all contract documents, customizable worklists, notifications, version control, and more. Advanced CLM features are also available.



### Vendor Performance Management

Custom scorecards include support for your performance program, the ability to create deficiencies and infractions and average vendor scores.



### Vendor Pre-Qualification Management

Agency-specific pre-qualification program can contain multiple forms for specific vendor qualification, SBE/DBE and more.



### Approval Workflow

Bid publication & distribution, amendments, award results & more can be integrated within a configurable workflow.

## Your Benefits

- + Save time & resources on your purchasing initiatives
- + Access a robust vendor database to increase competition
- + Collaborate, share & learn from the extensive bid library
- + Improve transparency through audit, control & workflows
- + Configurable according to your current purchasing processes
- + All module add-ons are quick & easy to add to meet your growing needs

Albany County	County of Orange – Dep of General Services	Madison County	Schenectady County	Town of Ramapo
Albany County Airport Authority	County of Rockland	Mahopac Central School District	Schenectady County Community College	Town of Rotterdam
ARC of Rockland	County of Ulster	Mohawk Valley Community College	Schuyler County	Town of Rye
Berne-Knox-Westerlo CSD	Deer Park Union Free School District	Mohonasen Central School District	Scotia-Glenville Central School District	Town of Sand Lake
Brewster Central Schools	Delaware-Chenango-Madison-Otsego BOCES	Monroe #1 BOCES	South Huntington UFSD	Town of Southeast
Broome County	Dutchess BOCES	Monroe 2-Orleans BOCES	South Orangetown Central School District	Town of Stanford
Broome County Land Bank	Dutchess Community College	Monroe Community College	Southampton UFSD	Town of Stony Point
Broome Tioga BOCES	Dutchess County Comm Invest Programs	Monroe-Woodbury CSD	Spencer-Van Etten Central School District	Town of Wallkill
Capital Region BOCES	Dutchess County Resource Recovery Agency	Mount Vernon City School District	Springs Union Free School District	Town of Wappinger
Catskill Central School District	Dutchess County Water & Wastewater Auth	Mt. Pleasant Central School District	St. Lawrence County	Town of Washington
Cattaraugus - Allegany BOCES	East Irondequoit Central School District	Nanuet Union Free School District	SAMPO	Town of Yorktown
Cayuga County	East Islip School District	New York City	Suffern Central School District	Town/Village of Harrison
Charter School of Educational Excellence	East Ramapo Central School District	North Babylon School District	Suffolk County	Ulster County Community College
Chautauqua County	Eastern Suffolk BOCES	North Salem Central School District	Suffolk County Water Authority	Village of Amityville
Chemung County/City of Elmira	Eldred Central School District	Northern Westchester Joint Water Works	Tarrytown UFSD	Village of Brewster
Chenango Forks School District	Elwood Union Free School District	Nyack Public Schools	The Agency - Broome County IDA/LDC	Village of Brightwaters
City of Albany	Enlarged City School District of Middletown	Oneida County	Three Village Central School District	Village of Cold Spring
City of Batavia	Enlarged City School District of Troy	Oneonta City School District	Tompkins Consolidated Area Transit Inc.	Village of Croton-on-Hudson
City of Beacon	Erie 1 BOCES	Onondaga County	Tompkins County	Village of East Aurora
City of Cohoes	Erie 2-Chautauqua-Cattaraugus BOCES	Onondaga-Cortland-Madison BOCES	Town of Amherst	Village of Fairport
City of Kingston	Erie Community College	Ontario County	Town of Bedford	Village of Genesee
City of Long Beach New York	Erie County	Orange - Ulster Boces	Town of Bethlehem	Village of Mamaronck
City of New Rochelle	Ezra Chollin Health Center	Orange County Community College	Town of Carmel	Village of Monroe
City of Newburgh	Genesee County	Orleans/Niagara BOCES	Town of Carlستown	Village of Pleasantville
City of Niagara Falls	Genesee Valley Educational Partnership	Otsego County	Town of Clinton	Village of Port Chester
City of Oneonta	Golden's Bridge Fire District	Pearl River School District	Town of Colonie	Village of Rye Brook
City of Poughkeepsie	Goshen Fire District	Peekskill City School District	Town of Colonie Industrial Development	Village of Scarsdale
City of Rensselaer	Greece Central School District	Penfield Central School District	Town of Cortlandt	Village of Sleepy Hollow
City of Rochester	Greenburgh Central School District No. 7	Pittsford Central School District	Town of DeRuyter	Village of South Nyack
City of Rome	Greenburgh-North Castle UFSD	Port Chester-Rye Union Free School District	Town of Dover	Village of Tuckahoe
City of Rye	Harrison Central School District	Poughkeepsie Public Library District	Town of East Greenbush	Village of West Haverstraw
City of Schenectady	Hauppauge Public Schools	Putnam County	Town of Greenburgh	Voorhesville Central Schools
City of Troy - NY	Herkimer County	Putnam Northern Westchester BOCES	Town of Halfmoon	Warren County
City of Watertown	HFM Boces	Queens Public Library	Town of Hyde Park	Warwick Valley Central School District
City of Yonkers/Yonkers Public Schools	Hugisonville Fire District	Questar III BOCES	Town of Lewisboro	Washington County
City School District of Albany	Hyde Park Central School District	Rensselaer County	Town of Malta	Wayne-Finger Lakes BOCES
City School District of New Rochelle	Inc. Village of Hempstead	Rochester City School District	Town of Mount Hope Highway Department	Westchester County - Public Works
Clarkstown Central School District	Jewish Child Care Association JCCA	Rockland BOCES	Town of New Castle	Westchester County - Purchasing
Cohoes Housing Authority	Joseph's Home, Inc.	Rockland Community College	Town of Newburgh	Western Suffolk BOCES
Community Services Develop. Disabled	Kinderhook-Ichabod Crane School District	Rockland County Solid Waste Management	Town of Niskayuna	Westmere Fire District
Connetquot CSD	Kiryas Joel School District	Roslyn Public Schools	Town of North Castle	White Plains City School District
Capital Region BOCES	Lakeland Central School District	Royalton-Hartland CSD	Town of North Salem	William Floyd School District
Caplague School District	Land Reutilization of the Capital Region	Rye Neck Schools	Town of Orangetown	WSWHE BOCES
Cornell Cooperative Ext Dutchess County	Livingston County	Sachem Central School District	Town of Penfield	Yonkers Parking Authority
County of Dutchess	Lockport City School District	Saratoga County	Town of Putnam Valley	







15 British American Blvd, Latham, NY 12110  
800-835-4603 | www.bidnetdirect.com

## AGREEMENT FOR SERVICES

**Parties to this Agreement:** The parties to this Services Agreement (hereinafter referred to as "the Agreement") are the Village of Tarrytown (hereinafter referred to as the "Participating Organization") and International Data Base Corp., doing business under the trade name BidNet, a legally incorporated body having its principal place of business at 15 British American Boulevard, Latham, New York, 12110 (hereinafter referred to as "BidNet").

### RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, BidNet has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as "The Network")

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by BidNet;

### THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that BidNet will provide the Participating Organization with access to The Network.
2. **Term of Agreement:** This Agreement shall become effective on the date of the execution for an initial term of twelve (12) months (the "Initial term"). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.
3. **Payment for Services:**

#### **3.1 Participating Organization Fees:**

- 3.1.1. **Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. **Mailing Fees:** BidNet will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers.
- 3.1.3. **Programming Fees:** The Participating Organization agrees to use The Network on an "as is" basis. Any customized work requested by the Participating Organization shall be made available at One Hundred and Twenty-five dollars (\$125) per hour.

6

**3.1.4. Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to BidNet for items sold.

**3.1.5. Future Enhancements:** BidNet reserves the right to offer future services to the Participating Organization which may or may not include service fees.

**3.2 Supplier Registration Fees:**

**3.2.1. Basic Service:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they are able to view opportunities before they close. This includes bids, addendums and awards.

**3.2.2. Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on The Network that matches their profile.

**3.2.3. Future Enhancements:** BidNet reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.

**4. Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.

**5. Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.

**6. Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.

**7. Governing Law:** This Agreement shall be governed by the laws of the State of New York.

**8. Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

**9. Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by BidNet in connection of this Agreement, will be the exclusive property of BidNet.

**10. Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from BidNet prior to showing demonstrations of The Network to any third party.

**11. Warranty:** BidNet shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to BidNet on similar projects.

6

**12. Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

**Village of Tarrytown**  
**One Depot Plaza**  
**Tarrytown, NY 10591**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**BidNet<sup>®</sup>, a division of**  
**International Data Base Corp.**

**Name:** Mark Eigenbauer

**Title:** President

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**THIS AGREEMENT** ("Agreement"), made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having its principal place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County"),

and

**VILLAGE OF TARRYTOWN**, a municipal corporation of the State of New York, having an office and place of business at 1 Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as the "Agency")

**WITNESSETH:**

**WHEREAS**, the County, acting by and through its Department of Community Mental Health ("Department"), and the Agency desire to enter into the Agreement to provide preventive, rehabilitative and treatment services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and Unified Services) of the New York State Mental Hygiene Law ("Mental Hygiene Law"); and

**WHEREAS**, pursuant to the provisions of Articles 25 and 41 of the Mental Hygiene Law, the County receives funding from the State of New York ("State") and local municipalities, among others, for preventive, rehabilitative and treatment service programs for the mentally ill, the mentally retarded, the developmentally disabled and those suffering from alcohol and substance abuse. Pursuant to Article 41, the County also operates an Employee Assistance Program, which provides such services to various municipalities and school districts within Westchester and Putnam counties; and

9

**WHEREAS**, the Agency has indicated it would like to receive these services.

**NOW, THEREFORE**, the parties hereto in consideration of the premises and of the covenants, agreements, terms and conditions herein contained do agree as follows:

**Section 1.** The Department shall provide services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and Unified Services) of the Mental Hygiene Law to the Agency and render Employee Assistance Program services (hereinafter collectively the "Services") to the Agency as more particularly described in Schedule "A" which is attached hereto and made a part hereof.

**Section 2.** In consideration of the Services to be provided to the Agency by the Department pursuant to Paragraph "1" above, the Agency shall pay to the County a certain fee per employee per year, for a total aggregate yearly amount, as more fully set forth in the Budget set forth in Schedule "B" which is attached hereto and made a part hereof.

Any and all payments to be made to the County, including any partial payment made in proportion to the provision of Services, shall be made on an annual basis, as set forth in Schedule "B."

**Section 3.** All records compiled by the Department in completing the work described in this Agreement, including but not limited to evaluation, progress notes, written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the Department.

**Section 4.** The term of the Agreement shall commence on January 1, 2020 and shall expire on December 31, 2024. Notwithstanding anything to the contrary herein, either party may, at any time, upon ten (10) business days' prior notice to the other party, terminate the Agreement, when it deems that doing so would be in its best interest.

**Section 5.** The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Agency agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Agency does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Agency shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

**Section 6.** Confidentiality of Records:

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(a) The Department and the Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information. The Department and the Agency agree not to allow examination of records or the disclosure of information except as herein set forth or as may be required by applicable Law.

(b) The Department and the Agency shall fully inform their own staff members to observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information.

(c) The Department and the Agency shall implement the following procedures for the purpose of safeguarding information and ensuring the protection and confidentiality of said information.

(1) Records containing individually identifiable information shall be marked "confidential" and kept in locked files or in rooms that are locked when the records are not in use.

(2) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the case record.

(3) Records shall be transmitted from one location to another in a sealed envelope stamped "confidential" and a receipt shall be obtained documenting delivery of said records. Records may be removed from Department's work locations only with the prior written permission of the Department's Commissioner.

(4) Interviews with clients shall be conducted at a location and in a manner which maximizes privacy.

(5) The Agency consistent with applicable statute and regulation shall have access to the following:

- All identifiable information released with client's consent.
- Information released is usually within the context of a supervisor's referral.



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- Released information normally includes information regarding compliance with Employee Assistance Program services and treatment and client's medical clearance to return to work

**Section 7.** The Agency expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 8.** Either party may cancel this Agreement upon ten (10) days prior written notice to the other by certified mail.

**Section 9.** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or mailed postage prepaid, certified mail, return receipt requested, addressed as follows:

To the County:                      Commissioner  
Westchester County Department of Community Mental Health  
112 East Post Road - Second Floor  
White Plains, New York 10601

with copy to:                      County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

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To the Agency:

Village of Tarrytown  
1 Depot Plaza  
Tarrytown, New York 10591

**Section 10.** This Agreement may not be assigned by the Agency without the prior written consent of the County.

**Section 11.** This Agreement shall not be enforceable until signed by all parties and approved by the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the Office of the County Attorney.

**Section 12.** This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the County and the Agency have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Michael Orth, M.S.W., Commissioner  
Department of Community Mental Health

**VILLAGE OF TARRYTOWN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by the Board of Legislators of the County of Westchester on the 21<sup>st</sup> day of October, 2019, by Act No. 2019-223.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

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**ACKNOWLEDGMENT**

STATE OF NEW YORK        }  
COUNTY OF WESTCHESTER) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

RPL § 309-a; NY CPLR § 4538

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**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)  
a corporation duly organized and in good standing under the  
(Law under which organized, e.g., the New York  
Business Corporation Law) named in the foregoing agreement; that  
\_\_\_\_\_  
(Person executing agreement)  
who signed said agreement on behalf of the  
\_\_\_\_\_  
(Name of Corporation)  
was, at the time of execution  
\_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF WESTCHESTER)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

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**SCHEDULE "A"**  
**Scope of Services**

The Agency will receive the following services from the Department of Community Mental Health (DCMH) Employee Assistance Program:

1. Program consultation and design including technical assistance for development of policies and procedures.
2. Staff development services:
  - a. Program facilitator (s) training for appropriate jurisdictions;
  - b. Labor/Management orientation and training;
  - c. Supervisory training
  - d. Employee Orientations
3. Program Administration
  - a) Data collection;
  - b) Statistical analysis;
  - c) Reporting services for labor and management, as required.
4. Program Maintenance:
  - a) On-going training and education;
  - b) Collection and dissemination of appropriate program data and material;
  - c) On-going training and support for program facilitators;
  - d) Appropriate corrective action for local programs, as required.

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**SCHEDULE "A" (continued)**

**Scope of Services**

**5. Client Evaluation and Referral:**

Upon contact from a supervisor or a self-referred employee, the local Employee Assistance Program coordinator will contact the County Employee Assistance Program;

- a) County Employee Assistance Program staff will make an appointment for the employee and assign a counselor for the contact;
- b) The Counselor will interview the employee and complete appropriate assessment and referral services;
- c) County Employee Assistance Program staff will monitor the employee's progress in treatment;
- d) The counselor will provide appropriate follow-up to the local Employee Assistance Program coordinator or other designated supervisory staff.

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**SCHEDULE "B"**

**BUDGET**  
**(Village of Tarrytown)**

The Agency shall pay to the County a fee of \$45 per employee per year for all five years.

For the purpose of this Agreement, the Agency represents that as of the date hereof, the Agency has 94 employees and the total amount for 2020 is \$4,230.00. The fee for 2020 shall be due and payable upon execution of this Agreement by both parties. The total amount billed by Westchester County Department of Community Mental Health for years 2021 through 2024 shall be based on the head count supplied by the Agency in December of the preceding year and shall be paid within fifteen (15) days of submission of an invoice by the Department.



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**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**

1. Prior to commencing work, and through the term of the Agreement, the Agency shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Agency shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Agency and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Agency shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County of Westchester for approval by the Director. Upon failure of the Agency to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Agency to take out, maintain, or the taking out, or maintenance of any required insurance, shall not relieve the Agency from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Agency concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of the Agency's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Agency until such time as the Agency shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Agency maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Agency. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Agency shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form

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DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.web.ny.gov/>

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations.

- (c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Agency shall be endorsed to contain the following clauses:

- (a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

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(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Agency.



10  
**Kathy Deufemia**

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**From:** Richard Slingerland  
**Sent:** Tuesday, January 7, 2020 10:11 PM  
**To:** Kathy Deufemia  
**Cc:** Joshua Ringel  
**Subject:** Fwd: A big milestone for Kids' Club

Please put on the Work Session

Sent from my iPhone

Begin forwarded message:

**From:** Becky McGovern <becky1874mcgov@gmail.com>  
**Date:** January 7, 2020 at 5:59:09 PM EST  
**To:** Drew Fixell <dfixell@tarrytowngov.com>, Richard Slingerland <rslingerland@tarrytowngov.com>, Joshua Ringel <Jringel@tarrytowngov.com>  
**Subject:** Fwd: A big milestone for Kids' Club

[EXTERNAL] This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

Hi GUys

Please read the request from the Kid's Club organization via Jen Green.

Can we discuss our participation at the next work session?

Becky

----- Forwarded message -----

**From:** <jlgitg@aol.com>  
**Date:** Tue, Jan 7, 2020 at 2:31 PM  
**Subject:** A big milestone for Kids' Club  
**To:** <becky1874mcgov@gmail.com>, <ddgebler@yahoo.com>

Dear Rachelle and Becky,

I am thrilled to share the news that Kids' Club is on the precipice of a major milestone. With our next grant check (which we are planning to write to the LIFE Center in the next month or so to support their after school program), Kids' Club will have surpassed **\$1 million in donations** that have gone directly to serve children and families residing in Tarrytown and Sleepy Hollow. Woo hoo!

As village trustees and members of KC's Advisory Board, we are hoping that you will be able to help us shine light on this milestone. Do you think the villages would come together to help us acknowledge this event? Our thought would be to have one ceremony at Warner Library (probably on the third floor) on a Thursday afternoon in March (like the 12th or 19th) where we could invite all the village trustees, administrators and mayors, representatives of our grantee organizations, and other local county and state politicians (and press) to help us mark the occasion with "Kids' Club Day" proclamations and/or other tokens of appreciation. For our part, we would love to highlight our work by presenting the villages with a symbolic \$1 million check and a testimonial or two about the impact our organization, through the

10  
generosity of our donors and the hard work of our board and volunteers, has had on our community. We envision serving refreshments and making it a feel-good celebratory moment for our villages.

I hope you will agree that such an event is merited, particularly as we also are in the midst of celebrating our tenth anniversary this year. Please let me know if you think this is something the villages could get behind, and, if so, what our next steps should be.

Thanks so much,  
Jennifer